

Exhibit H

by telephone immediately at [\(949\) 477-5052](tel:9494775052) and arrangements will be made for the return of this material. Thank You.



WRIGHT FINLAY & ZAK ^{LLP}
ATTORNEYS AT LAW



NAMWOLF
LAW FIRM MEMBER

From: Olivia Reyes <oreyes@wedgewoodhomes.com>
Sent: Wednesday, May 21, 2025 10:44:09 AM
To: Michelle A. Mierzwa <mmierzwa@wrightlegal.net>
Cc: Savelt <Savelt@wrightlegal.net>
Subject: RE: 252-20242335 1933 Grass Mountain Court, Antioch, CA Bankruptcy Case No. 25-40564 CN

Hi Michelle,

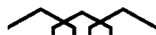
Our in-house legal team reviewed the BK and agrees this could be headache.... No one has time for an additional headache these days. 😊 Will funds be returned via wire or check?

Good Neighbor Homes, LLC is requesting interest due to our funds being held in the amount of \$4,888.35 (51 days x \$95.85 per day). Can you please demand from the servicer?

Thank you

OLIVIA REYES

T. 310.640.3070 x 2110 | F. 424-218-0880



WEDGEWOOD HOMES

OREYES@WEDGEWOODHOMES.COM

WWW.WEDGEWOODHOMES.COM

From: Michelle A. Mierzwa <mmierzwa@wrightlegal.net>
Sent: Tuesday, May 20, 2025 5:52 PM
To: Olivia Reyes <oreyes@wedgewoodhomes.com>
Cc: Savelt <Savelt@wrightlegal.net>
Subject: 252-20242335 1933 Grass Mountain Court, Antioch, CA Bankruptcy Case No. 25-40564 CN

[External Sender]

Ms. Reyes,

As we discussed, the foreclosure sale of the above-mentioned property was conducted at 9:14 am PT on April 1, 2025, prior to the filing of the above-mentioned bankruptcy case at 9:36 am PT on April 1, 2025. You indicated that you became aware of the bankruptcy filing at some point. As a result of the delivery of a notice of intent to bid affidavit pursuant to Civil Code section 2924m(c)(2), the 45-day period for post-sale bids was triggered, so the identity of the high bidder was not known until recently. Since no other post-sale bidders submitted a bid, Good Neighbor Homes, LLC as the high bidder at the live sale auction was deemed the last and highest bidder pursuant to Civil Code section 2924m(c)(4). It is our understanding that the Trustee's Deed Upon Sale will need to be

recorded within 60 days of the live sale auction in order to benefit from the statutory "relation back" to 8:00 a.m. on the day of the live sale.

There is a concern that the borrower (Wilkerson) under the foreclosed loan intends to challenge the validity of the sale, as our client, NBS Default, was already served with, and provided preliminary responses to, a subpoena seeking information about the identity of the high bidder, post auction eligible bidders and the timing of the live auction. As a result, it may be prudent for Good Neighbor Homes, LLC to file an ex parte motion for annulment/relief from stay regarding the recording of the Trustee's Deed, in addition to ensuring that the Trustee's Deed Upon Sale is recorded inside the statutory period. Otherwise, there may be ongoing challenges to the validity of the sale. If Good Neighbor Homes prefers not to become involved in potential litigation relating to the foreclosure, with the agreement of all parties NBS Default may be able to return the bid funds to allow the borrower's bankruptcy to play out in the ordinary course. Please let us know how Good Neighbor Homes, LLC would like to proceed.

Michelle A. Mierzwa, Esq.

Partner, Compliance Division

4665 MacArthur Court, Suite 280

Newport Beach CA 92660

(949) 438-1265 Direct

(949) 608-9142 Fax

(949) 477-5050 Main Ext. 1042

**Wright, Finlay & Zak: Your Western Regional
Counsel for California, Nevada, Arizona,
Washington, Oregon, Utah, New Mexico,
Montana, Hawaii, Idaho, and South Dakota**

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Exhibit I

WRIGHT, FINLAY & ZAK, LLP

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Email: agraff@wrightlegal.net

Attorneys for Interested Party,

NBS DEFAULT SERVICES, LLC

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION

In re:

MELISSA WILKERSON,

Debtor.

Bankruptcy Case No.: 25-40564-CN

Chapter: 13

**INTERESTED PARTY'S NBS
DEFAULT SERVICES, LLC'S
RESPONSES TO DEBTOR'S
REQUEST FOR INTERROGATORIES**

SET ONE

PROPOUNDING PARTY: MELISSA WILKERSON

RESPONDING PARTY: NBS DEFAULT SERVICES, LLC

SET NO.: ONE

Interested Party, NBS Default Services, LLC ("Responding Party" or "NBS") hereby responds to the Interrogatories (Set 1) propounded by Debtor, Melissa Wilkerson, ("Debtor" or "Propounding Party") as follows:

GENERAL OBJECTIONS

Responding Party generally objects to the Interrogatories to the extent that the demand would require the Responding Party to disclose information which is legally protected by one or

1 more evidentiary privileges recognized under California and/or Federal law, including the
2 attorney-client privilege and the attorney work-product doctrine. Accordingly, to the extent that
3 the Interrogatories call for a disclosure of protected information, a continuing objection to each
4 and every such request is hereby imposed. Responding Party further and generally objects to the
5 Interrogatories to the extent that it seeks information which is equally available to the
6 Propounding Party.

7 Notwithstanding and without waiving the foregoing objections, responding party, in good
8 faith, has intended to supply, wherever possible, responsive information in answer to Propounding
9 Party's request and will make assumptions wherever necessary to attempt to understand the intent
10 of certain questions asked. In this regard, all responses made herein are based upon information
11 presently known to the responding party, its representatives, agents and attorneys of record after
12 reasonable investigation.

13 Responding Party is in the initial stages of its investigation and discovery concerning the
14 subject matter of this action and anticipates that, during the course of its continued investigation
15 and discovery, further pertinent information will be found. As such, Responding Party reserves
16 its right to introduce evidence and/or rely upon at trial, or any other preliminary hearings set in
17 this action and on facts and information omitted from the following responses, whether as a result
18 of mistake, error or oversight, or because such information has not yet been discovered or
19 recognized.

20 Responding Party further reserves all rights and objections asserted herein with respect to
21 the propriety, scope and related aspects of this or other discovery and reserves all rights in
22 connection therewith. In each and every response, Responding Party does not intend or will not
23 attempt to list each and every item of evidentiary material in support of its contentions, but rather,
24 as a courtesy, will provide facts and responses where appropriate.

1 The foregoing general objections are incorporated into each response set forth below.

2 **INTERROGATORIES**

3 **INTERROGATORY NO. 1:**

4 IDENTIFY the time and date that YOU first learned of this BANKRUPTCY filing and
5 state the manner in which YOU first received notice or learned of the BANKRUPTCY.

6 **RESPONSE TO INTERROGATORY NO. 1:**

7 On April 1, 2025 at 11:57 a.m. Central Time, Responding Party received a phone call from a male
8 caller. He did not disclose his relationship with the borrowers under the Loan, but he indicated
9 that the Borrowers under the Loan filed bankruptcy. He provided a Northern District Bankruptcy
10 Case Number of 25-40564, but he did not provide any copies of a filed petition or a Notice of
11 Bankruptcy Filing entered by the court. After performing due diligence to determine if and when
12 a bankruptcy petition was actually filed, NBS obtained from the bankruptcy court PACER system
13 a copy of a bankruptcy petition filed by a different debtor, Melissa Wilkerson, which was stamped
14 by the bankruptcy court as entered at 9:36 a.m. Pacific Time, after the completion of the
15 foreclosure sale at 9:14 a.m. Pacific Time on April 1, 2025

16 **INTERROGATORY NO. 2:**

17 State all facts supporting YOUR contention that YOUR actions relating to the foreclosure
18 of the SUBJECT PROPERTY did not violate the automatic stay.

19 **RESPONSE TO INTERROGATORY NO. 2:**

20 When the default under the Loan was not cured, on February 18, 2025, NBS, as foreclosure
21 trustee, recorded a Notice of Trustee's Sale that set the date for the foreclosure auction for April
22 1, 2025, in Pleasant Hill, California. Prior to the foreclosure auction a Sale Datedown was ordered
23 by NBS and prepared by a title company, which included confirmation that as of 9:03 a.m. on
24 April 1, 2025, bankruptcy PACER records indicated that no bankruptcy petition had been filed

1 by the Borrowers or Melissa Wilkerson. Thereafter on April 1, 2025, the NBS conducted and
2 completed a foreclosure sale through a local auction company at 9:14 a.m. Pacific Time where
3 the Property sold to a third-party, Good Neighbor Homes, LLC. Good Neighbor Homes, LLC
4 delivered its bid funds to the local auction company via wire, and the bid funds were accepted as
5 the high bid at the foreclosure sale effective 9:14 a.m. Pacific Time on April 1, 2025. NBS
6 received sale result information and a copy of the Trustee Certificate of Sale/Receipt confirming
7 that the foreclosure auction was cried and completed as of 9:14 a.m. Pacific Time on April 1,
8 2025 with Good Neighbor Homes, LLC as the high bidder.

9 Later the same morning as the foreclosure sale, Debtor filed a Voluntary Petition under
10 Chapter 13 of the bankruptcy code. At 11:57 a.m. Central Time on April 1, 2025, NBS received
11 a phone call from a male caller indicating that a Chapter 13 bankruptcy petition was filed as Case
12 No. 25-40564 in the Northern District of California. NBS retrieved a copy of the petition available
13 on the court's PACER Docket, which bears a time stamp of 9:36:41 a.m., after completion of the
14 foreclosure sale to Good Neighbor Homes, LLC. On April 11, 2025, NBS received an email
15 attaching a letter from Shepard & Wood, LLP, identifying E. Vincent Wood as the attorney for
16 the Debtor and providing written notice that the Debtor's Bankruptcy was filed at 9:19 a.m. The
17 letter enclosed a copy of a Notice of Bankruptcy Case filing stating "A bankruptcy case
18 concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy
19 Code, entered on 04/01/2025 at 09:36 AM and filed on 04/01/2025" and the Notice indicated a
20 filing time of 9:19 a.m. on April 1, 2025, after completion of the foreclosure sale to Good
21 Neighbor Homes, LLC. On April 14, 2025, NBS responded to the April 11, 2025 letter to confirm
22 to Debtor's counsel that the foreclosure sale was completed at 9:14 am on April 1, 2025, and there
23 was no violation of the stay.

1 Since the Property contained a single-family residence, NBS was required to wait for 15
2 days after the completion of the foreclosure sale before issuing the Trustee's Deed Upon Sale to
3 see if any eligible bidders would deliver a notice of intent to bid pursuant to Civil Code section
4 2924m(c)(2). On April 4, 2025, NBS received a notice of intent to bid from Carl Dexter pursuant
5 to Civil Code section m(c)(2), who provided an Affidavit pursuant to Civil Code section 2924m
6 under penalty of perjury indicating that he qualified as an eligible bidder in the category of
7 prospective owner occupant under Civil Code section 2924m(a)(1). The notice under Civil Code
8 sections 2924m(c)(2) [Notice of Intent] and 2924m(a)(1) [Prospective Owner Occupant
9 Affidavit] triggered the 45-day waiting period for post-auction bids to be submitted to the trustee
10 pursuant to Civil Code section 2924m(c)(4) so that NBS as trustee could confirm the identity of
11 the high bidder to include in the Trustee's Deed Upon Sale. As of July 18, 2024, clarifying
12 language in Civil Code section 2924h(c) was enacted to confirm that if an eligible bidder submits
13 a written notice of intent to bid pursuant to Civil Code section 2924m(c)(2), the trustee's deed
14 shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee's deed is recorded
15 within 60 calendar days after the sale or the next business day if the county recorder is closed on
16 the 45th day. As a result, when the 45-day period is triggered by submission of a notice of intent
17 under Civil Code section 2924m(c)(2), no action is taken by the trustee until the end of the 45-
18 day period, which maintains the status quo to allow the required statutory overbid period to play
19 out.

20 On April 25, 2025, NBS received a subpoena from Vincent Wood, the attorney for Debtor and
21 on May 2, 2025 NBS retained Wright, Finlay & Zak. LLP ("WFZ") as its counsel to assist with
22 response to the subpoena. On May 5, 2025, WFZ Partner Michelle Mierzwa spoke with Mr. Wood
23 regarding the timing of the foreclosure sale prior to the Debtor's bankruptcy filing and the receipt
24 of a notice of intent to bid from a prospective owner occupant under Civil Code section

1 2924m(c)(2), delaying the identity of the high bidder for the completed sale until May 16, 2025.
2 On May 7, 2025, NBS responded to a Subpoena served by Debtor's counsel, providing copies of
3 documents evidencing compliance with applicable statutes and confirmation that the foreclosure
4 sale was completed at 9:14 a.m. prior to the filing of the Debtor's bankruptcy petition (whether it
5 was at 9:36 a.m. or at 9:19 a.m. on April 1, 2025). The end of the 45-day period for submission
6 of post-sale overbids was May 16, 2025, and the end of the 60-day period to record the trustee's
7 deed was Saturday, May 31, 2025, with the next business day being Monday, June 2, 2025. On
8 May 19, 2025, NBS confirmed no other bid funds had been received and that the high bidder at
9 auction, Good Neighbor Home, LLC, was still the high bidder. NBS did not take any action
10 regarding the completed sale during the 45-day period that would be considered a violation of
11 any bankruptcy stay because the information available to NBS between April 1, 2025 and May
12 27, 2025 indicated that the foreclosure sale was completed before the Debtor's bankruptcy was
13 filed.

14 Despite the apparent validity of the completed foreclosure sale, in light of the aggressive
15 behavior and threats of the Debtor's counsel in April and May of 2025, NBS inquired with the
16 high bidder Good Neighbor Homes, LLC, regarding whether it might agree to voluntarily cancel
17 the completed sale. On May 21, 2025 Good Neighbor Homes indicated that it would agree to
18 accept a refund of its bid funds to cancel the foreclosure sale, so NBS inquired with Shellpoint
19 about a voluntary agreement to cancel the completed sale.

20 On May 22, 2024, before any Trustee's Deed had been prepared or issued, new co-counsel for
21 Debtor, Andrew J. Christensen, filed the Motion for Damages for Violation of Automatic Stay,
22 alleging for the first time that the bankruptcy petition was filed earlier than 9:19 a.m. on April, 1,
23 2025. However, since Mr. Andersen mailed the Motion via USPS Ground Service and failed to
24 communicate with NBS or its counsel about the new allegations regarding earlier filing, NBS and

1 its counsel did not receive the Motion containing these new allegations until May 27, 2028.
2 Immediately following review of the Motion for Damages, NBS' counsel called Mr. Andersen
3 on May 28, 2025 and demanded that Debtor withdraw the Motion as no Trustee's Deed Upon
4 Sale had been prepared or issued, and NBS would confirm cancellation of the foreclosure sale as
5 soon as possible. On May 30, 2025, NewRez/Shellpoint confirmed approval of the cancellation
6 of the foreclosure, authorizing return of the bid funds to Good Neighbor Homes, LLC. Thereafter,
7 NBS' counsel sent an email to Mr. Christensen and Mr. Wood on May 30, 2025, confirming the
8 sale was being canceled and again demanding withdrawal of the Motion. On the same date, Mr.
9 Christensen sent a demand for payment of \$25,000.00 to withdraw the Motion for Damages. NBS
10 returned the bid funds to Good Neighbor Homes, LLC June 4, 2025, deeming the sale cancelled,
11 and a Trustee's Deed Upon Sale was never prepared or recorded. On June 5, 2025, NBS' counsel
12 sent a copy of the bid fund return correspondence and check to Debtor's counsel, confirming no
13 trustee's deed was or would be issued.

14 **INTERROGATORY NO. 3:**

15 State all facts supporting YOUR contention that YOUR actions relating to the foreclosure
16 of the SUBJECT PROPERTY were not willful violations of the automatic stay.

17 **RESPONSE TO INTERROGATORY NO. 3:**

18 When the default under the Loan was not cured, on February 18, 2025, NBS, as foreclosure
19 trustee, recorded a Notice of Trustee's Sale that set the date for the foreclosure auction for April
20 1, 2025, in Pleasant Hill, California. Prior to the foreclosure auction a Sale Datedown was ordered
21 by NBS and prepared by a title company, which included confirmation that as of 9:03 a.m. on
22 April 1, 2025, bankruptcy PACER records indicated that no bankruptcy petition had been filed
23 by the Borrowers or Melissa Wilkerson. Thereafter on April 1, 2025, the NBS conducted and
24 completed a foreclosure sale through a local auction company at 9:14 a.m. Pacific Time where

1 the Property sold to a third-party, Good Neighbor Homes, LLC. Good Neighbor Homes, LLC
2 delivered its bid funds to the local auction company via wire, and the bid funds were accepted as
3 the high bid at the foreclosure sale effective 9:14 a.m. Pacific Time on April 1, 2025. NBS
4 received sale result information and a copy of the Trustee Certificate of Sale/Receipt confirming
5 that the foreclosure auction was cried and completed as of 9:14 a.m. Pacific Time on April 1,
6 2025 with Good Neighbor Homes, LLC as the high bidder.

7 Later the same morning as the foreclosure sale, Debtor filed a Voluntary Petition under
8 Chapter 13 of the bankruptcy code. At 11:57 a.m. Central Time on April 1, 2025, NBS received
9 a phone call from a male caller indicating that a Chapter 13 bankruptcy petition was filed as Case
10 No. 25-40564 in the Northern District of California. NBS retrieved a copy of the petition available
11 on the court's PACER Docket, which bears a time stamp of 9:36:41 a.m., after completion of the
12 foreclosure sale to Good Neighbor Homes, LLC. On April 11, 2025, NBS received an email
13 attaching a letter from Shepard & Wood, LLP, identifying E. Vincent Wood as the attorney for
14 the Debtor and providing written notice that the Debtor's Bankruptcy was filed at 9:19 a.m. The
15 letter enclosed a copy of a Notice of Bankruptcy Case filing stating "A bankruptcy case
16 concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy
17 Code, entered on 04/01/2025 at 09:36 AM and filed on 04/01/2025" and the Notice indicated a
18 filing time of 9:19 a.m. on April 1, 2025, after completion of the foreclosure sale to Good
19 Neighbor Homes, LLC. On April 14, 2025, NBS responded to the April 11, 2025 letter to confirm
20 to Debtor's counsel that the foreclosure sale was completed at 9:14 am on April 1, 2025, and there
21 was no violation of the stay.

22 Since the Property contained a single-family residence, NBS was required to wait for 15
23 days after the completion of the foreclosure sale before issuing the Trustee's Deed Upon Sale to
24 see if any eligible bidders would deliver a notice of intent to bid pursuant to Civil Code section

1 2924m(c)(2). On April 4, 2025, NBS received a notice of intent to bid from Carl Dexter pursuant
2 to Civil Code section m(c)(2), who provided an Affidavit pursuant to Civil Code section 2924m
3 under penalty of perjury indicating that he qualified as an eligible bidder in the category of
4 prospective owner occupant under Civil Code section 2924m(a)(1). The notice under Civil Code
5 sections 2924m(c)(2) [Notice of Intent] and 2924m(a)(1) [Prospective Owner Occupant
6 Affidavit] triggered the 45-day waiting period for post-auction bids to be submitted to the trustee
7 pursuant to Civil Code section 2924m(c)(4) so that NBS as trustee could confirm the identity of
8 the high bidder to include in the Trustee's Deed Upon Sale. As of July 18, 2024, clarifying
9 language in Civil Code section 2924h(c) was enacted to confirm that if an eligible bidder submits
10 a written notice of intent to bid pursuant to Civil Code section 2924m(c)(2), the trustee's deed
11 shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee's deed is recorded
12 within 60 calendar days after the sale or the next business day if the county recorder is closed on
13 the 45th day. As a result, when the 45-day period is triggered by submission of a notice of intent
14 under Civil Code section 2924m(c)(2), no action is taken by the trustee until the end of the 45-
15 day period, which maintains the status quo to allow the required statutory overbid period to play
16 out.

17 On April 25, 2025, NBS received a subpoena from Vincent Wood, the attorney for Debtor and
18 on May 2, 2025 NBS retained Wright, Finlay & Zak. LLP ("WFZ") as its counsel to assist with
19 response to the subpoena. On May 5, 2025, WFZ Partner Michelle Mierzwa spoke with Mr. Wood
20 regarding the timing of the foreclosure sale prior to the Debtor's bankruptcy filing and the receipt
21 of a notice of intent to bid from a prospective owner occupant under Civil Code section
22 2924m(c)(2), delaying the identity of the high bidder for the completed sale until May 16, 2025.
23 On May 7, 2025, NBS responded to a Subpoena served by Debtor's counsel, providing copies of
24 documents evidencing compliance with applicable statutes and confirmation that the foreclosure

1 sale was completed at 9:14 a.m. prior to the filing of the Debtor's bankruptcy petition (whether it
2 was at 9:36 a.m. or at 9:19 a.m. on April 1, 2025). The end of the 45-day period for submission
3 of post-sale overbids was May 16, 2025, and the end of the 60-day period to record the trustee's
4 deed was Saturday, May 31, 2025, with the next business day being Monday, June 2, 2025. On
5 May 19, 2025, NBS confirmed no other bid funds had been received and that the high bidder at
6 auction, Good Neighbor Home, LLC, was still the high bidder. NBS did not take any action
7 regarding the completed sale during the 45-day period that would be considered a violation of
8 any bankruptcy stay because the information available to NBS between April 1, 2025 and May
9 27, 2025 indicated that the foreclosure sale was completed before the Debtor's bankruptcy was
10 filed.

11 Despite the apparent validity of the completed foreclosure sale, in light of the aggressive
12 behavior and threats of the Debtor's counsel in April and May of 2025, NBS inquired with the
13 high bidder Good Neighbor Homes, LLC, regarding whether it might agree to voluntarily cancel
14 the completed sale. On May 21, 2025 Good Neighbor Homes indicated that it would agree to
15 accept a refund of its bid funds to cancel the foreclosure sale, so NBS inquired with Shellpoint
16 about a voluntary agreement to cancel the completed sale.

17 On May 22, 2024, before any Trustee's Deed had been prepared or issued, new co-counsel for
18 Debtor, Andrew J. Christensen, filed the Motion for Damages for Violation of Automatic Stay,
19 alleging for the first time that the bankruptcy petition was filed earlier than 9:19 a.m. on April, 1,
20 2025. However, since Mr. Andersen mailed the Motion via USPS Ground Service and failed to
21 communicate with NBS or its counsel at any point previously about the new allegations regarding
22 earlier filing, NBS and its counsel did not receive the Motion containing these new allegations
23 until May 27, 2028. Immediately following review of the Motion for Damages, NBS' counsel
24 called Mr. Andersen on May 28, 2025 advising that NBS would confirm cancellation of the

1 foreclosure sale as soon as possible based on the new allegations, and demanded that Debtor
2 withdraw the Motion as no Trustee's Deed Upon Sale had been prepared or issued,. On May 30,
3 2025, NewRez/Shellpoint confirmed approval of the cancellation of the foreclosure, authorizing
4 return of the bid funds to Good Neighbor Homes, LLC. Thereafter, NBS' counsel sent an email
5 to Mr. Christensen and Mr. Wood on May 30, 2025, confirming the sale was being canceled and
6 again demanding withdrawal of the Motion. On the same date, Mr. Christensen sent a demand for
7 payment of \$25,000.00 to withdraw the Motion for Damages. NBS returned the bid funds to Good
8 Neighbor Homes, LLC June 4, 2025, deeming the sale cancelled, and a Trustee's Deed Upon Sale
9 was never prepared or recorded. On June 5, 2025, NBS' counsel sent a copy of the bid fund return
10 correspondence and check to Debtor's counsel, confirming no trustee's deed was or would be
11 issued.

12 **INTERROGATORY NO. 4:**

13 If YOU have policies and procedures for handling foreclosures in California related to
14 bankruptcy filings and California Civil Codes §2924m and/or §2924h , identify all
15 DOCUMENTS that evidence such policies and procedures.

16 **RESPONSE TO INTERROGATORY NO. 4:**

17 Policies and procedures of NBS regarding the processing of California non-judicial foreclosures
18 are contained in the "California Non-Judicial Procedures" job aid, which includes sections on
19 Post-Sale – Overbid / Sale Proceeds / Trustee's Deed, Day 16 Intent to Overbid Review, Day 45
20 – Bid Review, and Bankruptcy Notifications.

21 **INTERROGATORY NO. 5:**

22 DESCRIBE ALL policies and procedures YOU have for dealing with a foreclosure when
23 a bankruptcy case is filed after the auction starts but before the conclusion of the auction on the
24 15th or 45th day under §2924m.

1 **RESPONSE TO INTERROGATORY NO. 5:**

2 Responding Party objects to the Interrogatory to the extent that it requires Responding Party to
3 admit or accept as true a proposed legal conclusion that the foreclosure sale is not complete until
4 the 15th or 45th day under §2924m, and Responding Party is not a law firm or attorney. Subject
5 to and without waiving the foregoing objection, Responding Party responds that policies and
6 procedures of NBS regarding the processing of California non-judicial foreclosures are contained
7 in the "California Non-Judicial Procedures" job aid, which includes sections on Post-Sale –
8 Overbid / Sale Proceeds / Trustee's Deed, Day 16 Intent to Overbid Review, Day 45 – Bid
9 Review, and Bankruptcy Notifications.

10 **INTERROGATORY NO. 6:**

11 IDENTIFY the person(s) responsible for creating the policies and procedures for handling
12 foreclosures in California related to bankruptcy filings and California Civil Codes §2924m and/or
13 §2924h.

14 **RESPONSE TO INTERROGATORY NO. 6:**

15 Objection, compound. Without waiving this objection, Responding Party responds that NBS
16 management creates policies and procedures for handling non-judicial foreclosures in California,
17 including policies and procedures regarding bankruptcy filings and California Civil Codes
18 §2924m and/or §2924h.

19 **INTERROGATORY NO. 7:**

20 EXPLAIN all actions taken by NBS to deem the sale final and/or accept the bid of Good
21 Neighbor Homes, LLC in relation to the foreclosure of the SUBJECT PROPERTY.

22 **RESPONSE TO INTERROGATORY NO. 7:**

23 Responding Party objects to the Interrogatory to the extent that it requires Responding Party to
24 admit or accept as true a proposed legal or factual conclusion that the foreclosure sale was deemed

1 final to Good Neighbor Homes, LLC by the issuance and recording of a trustee's deed, since no
2 trustee's deed was ever prepared or recorded regarding this foreclosure. Subject to and without
3 waiving the foregoing objection, Responding Party responds as follows. Prior to the foreclosure
4 auction a Sale Datedown was ordered by NBS and prepared by a title company, which included
5 confirmation that as of 9:03 a.m. on April 1, 2025, bankruptcy PACER records indicated that no
6 bankruptcy petition had been filed by the Borrowers or Melissa Wilkerson. Thereafter on April
7 1, 2025, the NBS conducted and completed a foreclosure sale through a local auction company at
8 9:14 a.m. Pacific Time where the Property sold to a third-party, Good Neighbor Homes, LLC.
9 Good Neighbor Homes, LLC delivered its bid funds to the local auction company via wire, and
10 the bid funds were accepted as the high bid at the foreclosure sale effective 9:14 a.m. Pacific Time
11 on April 1, 2025. The completion of the sale auction and the acceptance of the bid funds by the
12 local auction company completed the foreclosure sale. NBS received sale result information and
13 a copy of the Trustee Certificate of Sale/Receipt confirming that the foreclosure auction was cried
14 and completed as of 9:14 a.m. Pacific Time on April 1, 2025 with Good Neighbor Homes, LLC
15 as the high bidder.

16 At 11:57 a.m. Central Time on April 1, 2025, when NBS received a phone call from a
17 male caller indicating that a Chapter 13 bankruptcy petition was filed as Case No. 25-40564 in
18 the Northern District of California, NBS retrieved a copy of the petition available on the court's
19 PACER Docket, which bears a time stamp of 9:36:41 a.m. NBS confirmed that this time stamp
20 occurred after the completion of the foreclosure auction as of 9:14 .am. Pacific Time. NBS
21 reviewed the timing of the completed foreclosure sale to Good Neighbor Homes, LLC with its
22 counsel to confirm that the later bankruptcy filing did not impact the validity of the foreclosure
23 sale, and because the property contained a single family residence, waited for the 15-day period
24 after the foreclosure sale to expire to allow for the post auction bid process to occur, pursuant to

1 Civil Code sections 2924m and 2924h. On April 4, 2025, NBS received a notice of intent to bid
2 from Carl Dexter pursuant to Civil Code section m(c)(2), who provided an Affidavit pursuant to
3 Civil Code section 2924m under penalty of perjury indicating that he qualified as an eligible
4 bidder in the category of prospective owner occupant under Civil Code section 2924m(a)(1). The
5 notice under Civil Code sections 2924m(c)(2) [Notice of Intent] and 2924m(a)(1) [Prospective
6 Owner Occupant Affidavit] triggered the 45-day waiting period for post-auction bids to be
7 submitted to the trustee pursuant to Civil Code section 2924m(c)(4) so that NBS as trustee could
8 confirm the identity of the high bidder to include in the Trustee's Deed Upon Sale. As of July 18,
9 2024, clarifying language in Civil Code section 2924h(c) was enacted to confirm that if an eligible
10 bidder submits a written notice of intent to bid pursuant to Civil Code section 2924m(c)(2), the
11 trustee's deed shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee's deed
12 is recorded within 60 calendar days after the sale or the next business day if the county recorder
13 is closed on the 45th day. As a result, when the 45-day period was triggered by submission of a
14 notice of intent under Civil Code section 2924m(c)(2), no action was taken by the NBS to issue
15 the trustee's deed until the end of the 45-day period, which maintains the status quo to allow the
16 required statutory overbid period to play out.

17 On April 11, 2025, NBS received an email attaching a letter from Shepard & Wood, LLP,
18 identifying E. Vincent Wood as the attorney for the Debtor and providing written notice that the
19 Debtor's Bankruptcy was filed at 9:19 a.m. The letter enclosed a copy of a Notice of Bankruptcy
20 Case filing stating "A bankruptcy case concerning the debtor(s) listed below was filed under
21 Chapter 13 of the United States Bankruptcy Code, entered on 04/01/2025 at 09:36 AM and filed
22 on 04/01/2025" and the Notice indicated a filing time of 9:19 a.m. on April 1, 2025, after
23 completion of the foreclosure sale to Good Neighbor Homes, LLC. On April 14, 2025, NBS
24 responded to the April 11, 2025 letter to confirm to Debtor's counsel that the foreclosure sale was

1 completed at 9:14 am on April 1, 2025, and there was no violation of the stay, even if the petition
2 was filed at 9:19 am.

3 On April 25, 2025, NBS received a subpoena from Vincent Wood, the attorney for Debtor
4 and on May 2, 2025 NBS retained Wright, Finlay & Zak. LLP ("WFZ") as its counsel to assist
5 with response to the subpoena. On May 5, 2025, WFZ Partner Michelle Mierzwa spoke with Mr.
6 Wood regarding the timing of the foreclosure sale prior to the Debtor's bankruptcy filing and the
7 receipt of a notice of intent to bid from a prospective owner occupant under Civil Code section
8 2924m(c)(2), delaying the identity of the high bidder for the completed sale until May 16, 2025.
9 On May 7, 2025, NBS responded to the Subpoena served by Debtor's counsel, providing copies
10 of documents evidencing compliance with applicable statutes and confirmation that the
11 foreclosure sale was completed at 9:14 a.m. prior to the filing of the Debtor's bankruptcy petition
12 (whether it was at 9:36 a.m. or at 9:19 a.m. on April 1, 2025). The end of the 45-day period for
13 submission of post-sale overbids was May 16, 2025, and the end of the 60-day period to record
14 the trustee's deed was Saturday, May 31, 2025, with the next business day being Monday, June
15 2, 2025. On May 19, 2025, NBS confirmed no other bid funds had been received and that the
16 high bidder at auction, Good Neighbor Home, LLC, was still the high bidder. NBS did not take
17 any action regarding the completed sale during the 45-day period that could be considered a
18 violation of any bankruptcy stay because the information available to NBS between April 1, 2025
19 and May 27, 2025 indicated that the foreclosure sale was completed before the Debtor's
20 bankruptcy was filed.

21 In light of the aggressive position of Mr. Wood in subpoenaing the trustee documents and
22 the apparent equity in the property, WFZ inquired with Good Neighbor Homes, LLC on May 20,
23 2025, about a potential cancellation of the foreclosure sale after WFZ let them know that no post-
24 sale bids had been received and the Trustee's Deed Upon Sale was eligible for issuance. On May

1 21, 2025, Good Neighbor confirmed its willingness to rescind upon payment of interest on their
2 funds, and NBS asked the foreclosing lender for approval of the voluntary rescission. On May
3 22, 2024, before any Trustee's Deed had been issued, new co-counsel for Debtor, Andrew J.
4 Christensen, filed the Motion for Damages, alleging for the first time that the bankruptcy petition
5 was filed earlier than 9:19 a.m. on April, 1, 2025. However, since Mr. Andersen mailed the
6 Motion via USPS Ground Services and failed to communicate with NBS or its counsel about the
7 new allegations, NBS and its counsel did not receive the Motion containing these new allegations
8 until May 27, 2028. Immediately following review of the Motion for Damages, NBS' counsel
9 called Mr. Andersen on May 28, 2025 to advise that NBS would confirm cancellation of the
10 foreclosure sale as soon as possible and demanded that Debtor withdraw the Motion as no
11 Trustee's Deed Upon Sale had been issued. On May 30, 2025, NewRez/Shellpoint confirmed
12 approval of the cancellation of the foreclosure, authorizing return of the bid funds. Thereafter,
13 NBS' counsel sent an email to Mr. Christensen and Mr. Wood on May 30, 2025, confirming the
14 sale was being canceled and demanding withdrawal of the Motion. On the same date, Christensen
15 sent a demand for payment of \$25,000.00 to withdraw the Motion for Damages. NBS returned
16 the bid funds to Good Neighbor on June 4, 2025, deeming the sale cancelled, and a Trustee's
17 Deed Upon Sale was never prepared or recorded. On June 5, 2025, NBS' counsel sent a copy of
18 the bid fund return correspondence and check to Debtor's counsel, confirming no trustee's deed
19 was or would be issued, but the Debtor has failed and refused to withdraw the Motion. At each
20 step in the statutory process, NBS acted in good faith and evaluated the information available
21 from the bankruptcy court, from Debtor's counsel, and from the eligible post-sale prospective
22 owner occupant to perform due diligence to determine the appropriate status of the foreclosure
23 sale, pursuant to its policies and procedures and applicable law. As soon as NBS was provided
24 new alleged facts regarding the purported earlier filing of the Debtor's bankruptcy petition

1 (despite the inability of NBS to confirm whether the allegations were actually true), NBS arranged
2 for the cancellation of the foreclosure sale, before any trustee's deed was prepared or issued to
3 the high bidder.


4 **WRIGHT, FINLAY & ZAK, LLP**

5 Dated: July 3, 2025

6 By: /s/ Arnold L. Graff, Esq.
7 Arnold L. Graff, Esq.
8 Attorneys for Responding Party,
9 NBS DEFAULT SERVICES, LLC
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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Verification was executed on July 3, 2025, at Dallas, TX.

By: 
JESSICA KAHLER
Title: Assistant Vice President, Foreclosure
Operations For NBS Default Services, LLC

WRIGHT, FINLAY & ZAK, LLP

Arnold L. Graff, Esq. (SBN 269170)
Michelle A. Mierzwa, Esq. (SBN 196175)
4665 MacArthur Court, Suite 200
Newport Beach, CA 92660
Telephone: (949) 477-5050
Fax: (949) 608-9142
Email: agraff@wrightlegal.net

Attorney for Respondent,
NBS DEFAULT SERVICES, LLC

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION

In re:

MELISSA MARIE WILKERSON,

Debtor.

BK Case No.: 25-40564 CN

Chapter: 13

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I, Jaclyn Powell, declare that I am over 18 years of age, employed in Orange County, and not a party to the action. My business address is 4665 MacArthur Ct #200, Newport Beach, CA 92660. On July 3, 2025, I served the following documents on the parties below by First Class Mail and email.

**INTERESTED PARTY’S NBS DEFAULT SERVICES, LLC’S RESPONSES TO
DEBTOR’S REQUEST FOR INTERROGATORIES, SET ONE.**

1 I declare under penalty of perjury that the foregoing is true and correct and that this
2 declaration was executed on the following date at Newport Beach, California.

3 Executed on 7/3/2025, at Newport Beach, California.

4 /s/ Jackie Powell
5 JACKIE POWELL

6 NewRez LLC, dba Shellpoint Mortgage Servicing 7 Attn: Agent Koy Saechao, or Rebecca 8 Wang, or Alex Jenkins, or Wendy Harris 9 2710 Gateway Oaks Drive, 10 Sacramento, CA. 95833 11 (Secretary of State Address)	
12 Bonial & Associates, P.C. 13 14841 Dallas Pkwy. Suite 350 14 Dallas TX. 73254	Attorney for NBS Default Services LLC
15 Brandon Trout Esq. 16 2015 Manhattan Beach Boulevard Suite 17 100, Redondo CA. 90278 18 btrout@wedgewood-inc.com	Attorney for Good Neighbor Homes LLC
19 Andrew J. Christensen (SBN: 260748) 20 Law Offices of Andrew J. Christensen, P.C. 21 2063 Mountain Blvd. Suite 2 22 Oakland, CA 94611 23 Andrew@CaliforniaHomeLawyer.com	Attorney for Debtor Melissa Wilkerson

Exhibit J

Daniel Marcus

From: Olivia Reyes
Sent: Monday, May 19, 2025 5:17 PM
To: Justin Bruni; Brandon Trout; Tanner Smith
Subject: FW: BK Potential Invalidation - 1933 Grass Mountain Ct, Antioch, CA
Attachments: audio.mp3

Follow Up Flag: Follow up
Flag Status: Completed

Hi,

Tanner – how much do you like this deal? Possible issue due to a BK filing.

<https://mprod.wedgewood-inc.com/propertydetails/59422>

Brandon – Sale cried at 9:14 am. BK filed at 9:36 am; 25-40564. This is the borrowers first filing. Per the attached voice message and below transcript, the borrower's attorney will most likely contest the sale. An NOI was filed but funds were not received, thus the trustee can issue the deed, and we will have to record before the 60th day. [REDACTED]

Thank you

OLIVIA REYES

T. 310.640.3070 x 2110 | F. 424-218-0880



OREYES@WEDGEWOODHOMES.COM

WWW.WEDGEWOODHOMES.COM

From: Mercy Gutierrez <Mercy@wedgewoodhomes.com>
Sent: Monday, May 19, 2025 2:02 PM
To: Olivia Reyes <oreyes@wedgewoodhomes.com>; Tanner Smith <tsmith@wedgewoodhomes.com>; Nathan Reeves <nreeves@wedgewoodhomes.com>
Cc: Luci Moise <lmoise@wedgewoodhomes.com>; Deeds <Deeds@wedgewood-inc.com>
Subject: BK Potential Invalidation - 1933 Grass Mountain

Hi Olivia,

Please see below for transcribed voicemail. No NOI received however, there was a BK filed and there is a possibility of an invalidation.

[1933 GRASS MOUNTAIN CT](#)

Regards,

MERCY GUTIERREZ

Senior Director, Acquisition and Title Operations
424.269.3450



MERCY@WEDGEWOODHOMES.COM

WWW.WEDGEWOODHOMES.COM

From: +1 619-252-0915 <+16192520915>
Sent: Monday, May 19, 2025 11:12 AM
To: Mercy Gutierrez <Mercy@wedgewoodhomes.com>
Subject: Voice Mail (2 minutes and 31 seconds)

Hi, this message is for Michelle Lee. This is Michelle calling on behalf of NBS Default Services and I'm calling regarding a foreclosure sale of property that was conducted in Contra Costa County and you were the successful bidder at the live auction. And the reason for my call is that I wanted to let you know that there was a bankruptcy that was filed shortly after the sale was cried and the borrower's attorney has subpoenaed the records of the trustee and it appears that they may be seeking to contest the results of the foreclosure. So I wanted to let you know because there were no other post sale bidders who submitted bids in the SB1079 process and so the trustee would normally issue the deed to you, but we at least wanted to let you know that there was this pending issue. So in the event that you wanted to reconsider whether you want to complete the sale in light of the potential bankruptcy invalidation issue. So anyway, if you could give me a call, I would greatly appreciate it. My name is Michelle. My phone number is 94. Well, let me yeah, 949438 1265 and let me see if I can also find a property address for you. Hang on a second, let me see here. It looks like 1933 Grass Mountain Court in Antioch, CA. So again, please give me a call. If you can't reach me at my desk, you can try my mobile number which is 619-252-0915. Thank you.

You received a voice mail from [+1 619-252-0915](tel:+16192520915).

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

[Set Up Voice Mail](#)

Exhibit K

CALIFORNIA

HOME LAWYER

THE LAW OFFICES OF
ANDREW J. CHRISTENSEN

Andrew J. Christensen Billable Hours

Date	Who	Matter	Project	Description	Time	Rate	Total	
5/28/2025	AJC	Wilkerson	Stay Violation	call from creditor counsel Michelle Mierzwa re motion for violation of the stay	0.2	\$650	\$130	<input type="checkbox"/>
5/28/2025	AJC	Wilkerson	Stay Violation	call with client with update from call with Michelle Mierzwa re motion for violation of the stay	0.4	\$650	\$260	<input type="checkbox"/>
5/28/2025	AJC	Wilkerson	Stay Violation	call with co counsel Vincent Wood regarding call from creditor counsel Michelle Mierzwa re motion for violation of the stay, and steps forward	0.5	\$650	\$325	<input type="checkbox"/>
5/30/2025	AJC	Wilkerson	Settlement	read email from creditors counsel Mierzwa re sale cancellation and draft settlement offer in response	0.9	\$650	\$585	<input type="checkbox"/>
5/30/2025	AJC	Wilkerson	Settlement	call with client about email from creditors counsel Mierzwa re sale cancellation and settlement offer in response	0.2	\$650	\$130	<input type="checkbox"/>
5/30/2025	KS	Wilkerson	Stay Violation	draft amended notice of hearing	0.3	\$100	\$30	<input type="checkbox"/>
5/30/2025	AJC	Wilkerson	Discovery	draft discovery requests, RFP, RFA, ROGS	0.3	\$650	\$195	<input type="checkbox"/>
6/2/2025	AJC	Wilkerson	Settlement	call from Good Neighbor counsel Brandon Trout about facts and request for dismissal. draft and send follow email to him	0.4	\$650	\$260	<input type="checkbox"/>
6/3/2025	AJC	Wilkerson	Discovery	draft discovery requests to Shellpoint, Good Neighbor, and NBS, including RFA, ROGS, RFP	3.8	\$650	\$2,470	<input type="checkbox"/>
6/3/2025	KS	Wilkerson	Discovery	draft discovery requests to Shellpoint, Good Neighbor, and NBS, including RFA, ROGS, RFP	1.6	\$100	\$160	<input type="checkbox"/>
6/12/2025	AJC	Wilkerson	Stay Violation	call with co counsel Vincent Wood	0.7	\$650	\$455	<input type="checkbox"/>
6/12/2025	AJC	Wilkerson	Stay Violation	Draft portion of reply brief on issues raised in call with co counsel Vincent Wood	0.6	\$650	\$390	<input type="checkbox"/>
6/27/2025	AJC	Wilkerson	Stay Violation	read Good neighbor opposition brief and emails about discovery, and respond to email	0.7	\$650	\$455	<input type="checkbox"/>
7/4/2025	AJC	Wilkerson	Stay Violation	Read opposition of NBS to motion for damages for stay violation, Read discovery responses of NBS and Good Neighbor, draft Reply brief. Actual time, 10.6 hours, voluntary reduction to 7 hours	7	\$650	\$4,550	<input type="checkbox"/>

Timekeeper Subtotals

AJC	15.7	\$10,205
KS	1.9	\$190

Project Subtotals

Discovery	5.7	\$2,825
Settlement	1.5	\$975
Stay Violation	10.4	\$6,595

Total		\$10,395
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